

Addendum One

To

Paramount Media Group

This Addendum One (1) is effective this 12<sup>th</sup> day of November, 2010, and amends the Affiliate Agreement (the "Agreement") dated 10/12/10 by and between Paramount Media Group ("PMG"), a LLC organized and existing under the laws of Florida having its principal business offices at 4800 N Federal Highway, Boca Raton, FL 33431 and Saveology.com LLC ("Saveology"), a Florida limited liability company having its principle business offices at 3303 West Commercial Blvd., Ft. Lauderdale, Florida 33309.

The Agreement is amended to include the following:

1. The product is **ADT**.
2. Recordkeeping/recordings. Any and all calls must be recorded from start to finish and should be able to export and send to Saveology upon their request.
3. Any and all scripts and marketing material of Paramount Media Group will be submitted to Saveology for review and approval.
4. Business will be conducted according to the Attached Exhibits defined below.

**Definitions:** The following shall have the following meanings as used in this Agreement.

ADT Products and Services – Residential and Commercial – **Exhibit A**

ADT Marketing Guidelines - Guidelines set out by ADT – **Exhibit B**

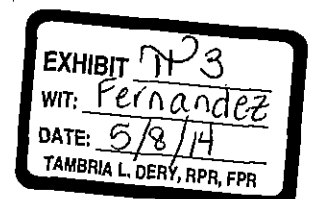
Commission Structure – **Exhibit C**

All other Terms and Conditions of the Agreement remain the same.

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Saveology.com LLC

\_\_\_\_\_  
Paramount Media Group

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## EXHIBIT A

### PRODUCT AND SERVICES

Offer Marketed by Saveology.com – (Pricing and maintenance offered on Residential accounts only)

- ☐ One U.L. listed master control panel with emergency back-up battery
- ☐ One digital keypad
- ☐ One interior alarm siren
- ☐ Up to three door/window contacts
- ☐ One wireless keychain remote
- ☐ One U.L. listed interior motion detector
- ☐ One telephone interface jack for connection to ADT's Customer Care Center
- ☐ One ADT yard sign and warning decals
- ☐ Professional installation by installer
- ☐ \$99 installation fee for qualified customers
- ☐ Monthly monitoring
- Base System ("Basic"): \$35.99 with credit card or automatic bank withdrawal;
- 2-Way Voice ("Bundle I"): \$40.99 with credit card or automatic bank withdrawal;
- Cellular System ("Bundle II"): \$44.99 with credit card or automatic bank withdrawal
- 36-Month Monitoring Agreement required, unless a shorter time period is required by law

### ADT Commercial Accounts

**MUST HAVE A 625 BEACON TO QUALIFY**

#### **4 Packages:**

\$32.99 – Basic System

\$35.99 – Cellular Uplink

\$40.99 – 2-way Voice

\$52.99 – Cellular uplink with 2-way voice

- Up to 5,000 square feet
- NO SMOKE CAN BE OFFERED OR INSTALLED
- No franchises like McDonald's, Subway, Burger King – it must be a true small business not a franchise.
- No Maintenance offered on Commercial Accounts

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EXHIBIT B

**Saveology ADT Affiliates. Updated 6/16/10**

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**Keyword Bidding Restrictions:**

May not bid on any ADT Brand Keyword including ADT, related keywords or ADT trademarked terms in the search engines (Google, Yahoo!, MSN, etc). ADT brand keywords are defined as any keyword or keyword phrase that contains any ADT registered trademark or known variant thereof, e.g. ADT, ADT alarm, ADT security, ADT Home Security, QuickConnect, etc.

**General Term Keyword Bidding guidelines:**

General Terms such as "home security" or "burglar alarm" or any other word or phrase that do not include "ADT" are allowed and thus exempt from the keyword bidding restrictions. You may bid, whatever amount you like and as often as you like, on any general, non-ADT brand term.

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**Domain Name Restrictions:**

Affiliates may not use the trademarked name ADT in their domain name.

The visible URL must not contain "ADT" or any ADT branded product name

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**AD Copy Guidelines:**

The ADT Brand Keywords cannot be used in search ad titles or ad descriptions.

If the word 'Free' is used in the paid search ad description, then the same ad description must also include the words "\$99 installation fee and purchase of alarm monitoring services". Any mention of a Free offer must be accompanied by the legal disclaimer, upon Affiliate request the disclaimer will be provided by Saveology.

The Ad Copy must not include the word "Official" or in any way insinuate the ad is coming from ADT Corporate.

All URLs and landing pages, scripts, e-mails and print ads must be approved by the Saveology marketing department prior to launch or print. Please direct your requests for approval to Daphne Fernandes ([dfernandes@saveology.com](mailto:dfernandes@saveology.com)).

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**Telemarketing Guidelines**

Under no circumstances will any Saveology.com affiliate make any unsolicited outbound telephone calls as part of a plan, program or campaign directly or including but not limited to ADT Customers or Leads. Telemarketing will be confined exclusively to responding by telephone to consumer inquiries regarding ADT goods or services received via Internet, telephone, e-mail or other electronic means.

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Affiliate agrees that they will fully comply with all applicable laws, rules and regulations of the jurisdictions from and into which the affiliate makes calls. Affiliate agrees that it will refrain from calling any residential consumer before the hour of 8 a.m. or after 9 p.m. in the consumer's time zone. In states with more restrictive call curfew laws and regulations, Affiliate must adhere to both the federal and state restrictions. Affiliate may not use prerecorded messages in connection with Telemarketing Services on ADT's behalf.

Telephone calls in response to consumer inquiries will only be made AFTER "scrubbing" the consumer's phone number against ADT's internal Do-Not-Call list, via a method specified by Saveology.

Prior to making any telephone calls, Affiliate will scrub all telephone numbers for which outbound phone calls will be made on behalf of ADT against the ADT internal Do-Not-Call list at least once every week and on the same day of each week during the 90-day calling period referred to below.

As required by federal and state laws and regulations, all calls by Affiliate in response to consumer inquiries will cease ninety (90) days after the date of the consumer's initial inquiry.

Affiliate will submit to Saveology within five (5) business days of Affiliate's receipt, in a form and method specified by Saveology, the name and contact information for any consumer that requests to no longer receive phone calls regarding ADT's goods or services so that the consumer's name and number may be placed on ADT's internal Do-Not-Call list.

Upon Saveology's request, Affiliate will promptly provide:

Any outbound call list or dialer records of calls placed by Affiliate within the preceding twenty-four (24) months

Any other information required by ADT in any manner relating to Affiliate's Telemarketing Services

#### Email Guidelines

Affiliate represents and warrants that, for Commercial E-mail delivered to U.S. residents, it will fully comply with the federal Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (the "CAN SPAM Act"), all rules and official guidance promulgated by the Federal Trade Commission ("FTC") pursuant to the CAN SPAM Act, the Federal Communications Commission's ("FCC") rules and orders regulating the transmission of commercial e-mail to wireless devices, and all other applicable federal, state and local laws and regulations.

Affiliate agrees that, prior to transmitting any Commercial E-Mail to the List, it will scrub the List against ADT's internal Suppression List in the manner specified by Saveology. Affiliate will conduct such scrub at the last possible, commercially reasonable moment, **but not more than twenty-four (24) hours before the List or any member thereof is sent a Commercial E-Mail**. Affiliate will not transmit a Commercial E-Mail to any address on the ADT Suppression List.

Affiliate must obtain Saveology's written approval of its proposed E-Mail campaign and message (including the subject and from lines) at least ten business days in advance of the proposed mailing. Affiliate shall not transmit any E-Mail that has not been approved by Saveology in writing. Affiliate agrees that Saveology's review of any e-mail campaign or message shall not relieve Affiliate of its responsibility to ensure compliance with all applicable laws, rules and regulations.

- a. Each message must be truthful, not misleading and capable of substantiation.

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- b. The subject line must accurately reflect the content of the message.
- c. Affiliate must clearly disclose that each E-mail is an advertisement.
- d. Affiliate must clearly and conspicuously state its true name and valid postal address in the body of the e-mail.

**Calls/Leads accepted during the following hours of operation for the home security department:**

Monday through Friday 8 AM to 11 PM EST  
Saturday 9 AM to 7 PM EST

**ADT NON-SERVICEABLE AREAS – all leads will be rejected in these states:**

SD, ND, AK, HI, MT, WY, VT

**Disclaimer:**

Saveology.com and ADT reserve the right to add additional terms to this list. If you have any questions or concerns regarding this policy, please contact your account manager immediately.

**Violation of these terms may result in suspension and/or termination in the ADT program and Revenue Allies and may also result in the forfeiture of any outstanding commissions.**

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**EXHIBIT C**  
**COMMISSION SCHEDULE**

ADT

Product Description	Beacon	Commission on installs
ADT	CONFIDENTIAL	CONFIDENTIAL
	CONFIDENTIAL	
ADT	CONFIDENTIAL	CONFIDENTIAL
<b>**Any and all deductions from Savenology, i.e. commissions, free equipment, trip fees will be deducted from Paramount Media Group's commissions.</b>		

Commissions will be paid every week. Paramount Media Group will be paid every week for installs through the previous Saturday.

**EXAMPLE:** Thursday mornings the commissions are run for all installs through the previous Saturday. Payment for this will be made on the following week.

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All installs are subject to a one hundred eighty (180) day chargeback period during which time Paramount Media Group will be billed (charged back) for any paid commissions for accounts that fail to maintain installation after three days or omission on status that is generated by computer reporting and/or inadvertent human error.

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